

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 08/31/2011

ORIGINATING DEPARTMENT: Homeland Security

SUBJECT: CONTRACT AWARD FOR REGIONAL PUBLIC SAFETY STRATEGIC
PLANNING AND PROJECT MANAGEMENT

COUNCIL DISTRICT(S): CITYWIDE

CONTACT/PHONE NUMBER: Donna Faller/619-533-6763

DESCRIPTIVE SUMMARY OF ITEM:

Authorizing the Mayor or his/her designee to execute a contract with CDI-Infrastructure, LLC, dba L.R. Kimball for the purpose of providing services in the areas of geographic information systems, interoperable communications, technology strategic planning and assessment, and project management services in the annual base amount of \$633,600 for core services with the option of additional as-needed services for a total annual not-to-exceed amount of \$1,400,000, for the period of one year, with options to renew for four additional one-year periods.

Authorizing the expenditure of \$633,600 for core services with the option of additional as-needed services for a total annual not-to-exceed amount of \$1,400,000 for

STAFF RECOMMENDATION:

Approve the resolution authorizing the execution of the contract.

EXECUTIVE SUMMARY: In 2005, the San Diego Urban Area (SDUA) initiated a Regional Technology Partnership program, the purpose of which is to integrate technology to leverage scarce emergency response resources and provide a safer environment throughout the San Diego region. Since 2006, the Regional Technology Partnership has been supported by contracted consulting services in the areas of interoperable communications, geographic information systems, project management, regional collaboration, technology assessments, and regional technology strategic planning. These consulting services have been fully funded by the federal Urban Area Security Initiative (UASI) grants, and the associated contracting processes have been administered by the City of San Diego.

In March 2011, the City of San Diego publicly released Request for Proposal No. 10015023-11-V to continue the contracted consulting services in support of the Regional Technology Partnership, since the initial five year contract term (renewed annually) and a contract extension were due to expire in August 2011. After completion of a competitive bidding process, L.R. Kimball's proposal was selected as the best value to the City and the San Diego region.

This contract with L.R. Kimball will be issued for one year from the notice to proceed, with up to four additional one-year option periods. Annual base cost is \$633,600 for core services with the option of additional as-needed services for a total annual not-to-exceed amount of \$1,400,000. This contract allows for the provision of previous activities conducted by a different vendor to support and provide technology subject matter expertise to the Regional Technology Partnership through regional UASI grant funds. The initial Purchase Order will be in the amount

of \$633,600 and modified up to the not-to-exceed limit if additional as-needed services are requested by the Regional Technology Partnership.

The City of San Diego, as the core city of the San Diego Urban Area, is the designated administrative agency that manages the UASI grants through the Office of Homeland Security. Therefore, major grant expenditures such as this contract must be processed under City procedures.

Under this contract, L.R. Kimball will provide expert consulting services in the areas of geographic information systems, interoperable communications, technology strategic planning and assessment, and project management services. These programs will be carried out under the Regional Technology Partnership as approved by the Unified Disaster Council in 2005.

FISCAL CONSIDERATIONS: The federal Department of Homeland Security provides UASI grants through the California Emergency Management Agency, which grants them to the City of San Diego to administer for the entire SDUA. This contract for consulting services in support of the Regional Technology Partnership enhances regional security and public safety at no cost to the City. There is no non-federal match or cost share required for grants under the program covered by this resolution. However, these grants are reimbursable in nature requiring the City to expend funds prior to requesting reimbursement; for this requested action, the total amount expended will not exceed \$1,400,000 per year. Expenditures will be initially sourced from the City's general fund, and then reimbursed from the federal FY 2009 and 2010 UASI grant programs, and subsequent fiscal year UASI grants as determined by future grant allocation amounts.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: There has been no previous City Council action on this pending contract.

Presentation for approval from the Public Safety and Neighborhood Services Committee is planned for September 21, 2011.

Previous City Council action on the preceding contract with a different vendor includes the following: resolution 301305 dated March 24, 2006, authorizing the execution of the initial contract with San Diego State Research Foundation for \$563,775; resolution 302322 dated February 14, 2007, authorizing an extension of the contract for \$1,213,525 to include additional scope of work; resolution 303568 dated April 23, 2008, authorizing an extension of the contract for continued technology and research services to the region in the amount of \$2,959,143; resolution 305621 dated February 24, 2010, authorizing the final extension of the contract for the continued delivery of vital services in the amount of \$1,780,049; and ordinance 20041 dated April 18, 2011, authorizing a sole source bridge contract to maintain ongoing services until a competitively bid contract is in place.

EQUAL OPPORTUNITY CONTRACTING: This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708); and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable): Key stakeholders are the San Diego Urban Area's Regional Technology Partnership and all of the incorporated cities and the unincorporated areas within San Diego County. These jurisdictions make up the San Diego Urban Area and are participants in the UASI grants which fund the support to the Regional Technology Partnership. This contract will provide continued delivery of vital services to enhance standardized homeland security solutions throughout the urban area.

Faller, Donna

Originating Department

Mainar, Javier

Deputy Chief/Chief Operating Officer

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH CDI-INFRASTRUCTURE, LLC, DBA
L.R. KIMBALL TO PROVIDE SERVICES FOR GEOGRAPHIC
INFORMATION SYSTEMS, INTEROPERABLE
COMMUNICATIONS, TECHNOLOGY STRATEGIC
PLANNING AND ASSESSMENT, AND PROJECT
MANAGEMENT SERVICES

WHEREAS, in 2005, the San Diego Urban Area (SDUA) initiated a Regional
Technology Partnership (RTP) program, in order to integrate technology to leverage scarce
emergency response resources and provide a safer environment throughout the San Diego region;
and

WHEREAS, since 2006, the RTP has been supported by contracted consulting services in
the areas of interoperable communications, geographic information systems, project
management, regional collaboration, technology assessments, and regional technology strategic
planning; and

WHEREAS, these consulting services have been fully funded by federal Urban Area
Security Initiative (UASI) grants, and the associated contracting processes have been
administered by the City of San Diego (City); and

WHEREAS, in March 2011, the City publicly released Request for Proposal
No. 10015023-11-V to continue the contracted consulting services in support of the RTP, since
the initial contract term was due to expire in August 2011; and

WHEREAS, after completion of a competitive bidding process, L.R. Kimball's proposal
was selected as the best value to the City and the San Diego region; and

WHEREAS, this contract with L.R. Kimball will be issued for one year from the notice to proceed, with up to four additional one-year option periods; and

WHEREAS, the contract's annual base cost is \$633,600 for core services with the option of additional as-needed services for a total annual not-to-exceed amount of \$1,400,000; and

WHEREAS, this contract allows for the provision of previous activities conducted by a different vendor to support and provide technology subject matter expertise to the RTP through regional UASI grant funds; and

WHEREAS, the initial purchase order will be in the amount of \$633,600 and modified up to the not-to-exceed limit if additional as-needed services are requested by the RTP; and

WHEREAS, the City, as the core city of the SDUA, is the designated administrative agency that manages the UASI grants through the Office of Homeland Security and so major grant expenditures such as this contract must be processed under City procedures; and

WHEREAS, under this contract, L.R. Kimball will provide expert consulting services in the areas of geographic information systems, interoperable communications, technology strategic planning and assessment, and project management services; and

WHEREAS, these programs will be carried out under the RTP as approved by the Unified Disaster Council in 2005; and

WHEREAS, the federal Department of Homeland Security provides UASI grants through the California Emergency Management Agency, which allocates them to the City to administer for the entire SDUA; and

WHEREAS, this contract for consulting services in support of the RTP enhances regional security and public safety at no cost to the City; and

WHEREAS, there is no non-federal match or cost share requirement for grants under the program covered by this resolution; and

WHEREAS, these grants are reimbursable in nature, requiring the City to expend funds prior to requesting reimbursement; and

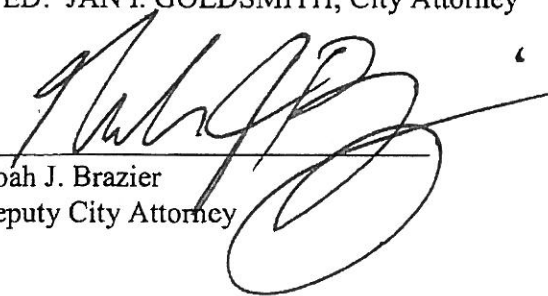
WHEREAS, expenditures will be initially sourced from the City's general fund, and then reimbursed from the federal FY 2009 and 2010 UASI grant programs, and subsequent UASI grants as determined by future grant allocation amounts; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor or his designee is authorized to execute a contract with CDI-Infrastructure, LLC, dba L.R. Kimball for the purpose of providing services in the areas of geographic information systems, interoperable communications, technology strategic planning and assessment, and project management services for the annual base amount of \$633,600 for core services, with the option of additional as-needed services for a total annual not-to-exceed amount of \$1,400,000 and options to renew for four additional one-year periods.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to expend \$633,600 for core services for the purpose of executing this contract, with the option for additional as-needed services for a total annual not-to-exceed amount of \$1,400,000.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Noah J. Brazier
Deputy City Attorney

NJB:jdf
10/19/2011
Or.Dept:Homeland Security

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

October 6, 2011

SUBJECT: Contract Award for Regional Public Safety Strategic Planning and Project Management

GENERAL CONTRACT INFORMATION

Recommended Consultant: CDI-Infrastructure, LLC, dba L.R. Kimball (Non Certified)

Amount of this Action: \$ 1,400,000. Not to Exceed Annually

Funding Source: Federal Grant; Urban Area Security Initiative (UASI)

Goals: N/A (Goals not indicated in Advertisement)

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>
Science Applications International Corporation (Non Certified)	\$ 420,000.	30.0%
Credited Certified Participation:	\$ 000.	0.0%
Credited Non-Certified Participation:	<u>\$ 420,000.</u>	<u>30.0%</u>
Total Credited Sub Participation:	\$ 420,000.	30.0%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

CDI-Infrastructure, LLC dba L.R. Kimball submitted a Work Force Report for their San Diego County employees dated September 13, 2011, indicating 5 employee in their Administrative Work Force. The firm has less than 15 employees and therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

March 2011, Proposal Number 10015023-11-V for a period of one year, with options to renew for four additional one-year periods.

EOCP has concerns with the award of this contract – EOCP requested documentation demonstrating compliance with the affirmative steps as required per 44CFR13.36 (e)(i-vi). EOCP has been advised that the documentation is not available as the contractor did not perform the affirmative steps, therefore, this contract award may potentially be deemed ineligible for reimbursement.

RW



TARGETED RESULTS. EXPERTLY MANAGED.
WE STAKE OUR REPUTATION ON IT.

A CDI Company

October 24, 2011

Debra Fischle-Faulk, Director
City of San Diego
Equal Opportunity Contracting Program
202 C Street, MS 9A
San Diego, CA 92101
DFFaulk@sandiego.gov

Re: RFP 10015023-11-V Regional Public Safety Planning and Project Management

Dear Ms. Fischle-Faulk:

L.R. Kimball has been asked to clarify an issue on the potential contract with the City of San Diego (City) and the Homeland Security division with regards to RFP 10015023-11-V Regional Public Safety Planning and Project Management.

Due to the nature of the contract, we have identified two employees of L.R. Kimball who will act as liaison to the Regional Technology Partnership (RTP) for which the City is the contracting party. The RTP will subsequently assign tasks to L.R. Kimball to complete on behalf of the group. Once these tasks are assigned, L.R. Kimball will reach out using the six affirmative action steps outlined by the City of San Diego Equal Opportunity Contracting (EOC) to identify qualified sub consultants prior to subcontract issuance. The results of each search will be sent to the City of San Diego Equal Opportunity Contracting Program (EOCP) as verification of our compliance with the City processes and goals.

We look forward to working with the City and wish to assure that we are assisting you in meeting the expectations of both the City and the greater community of San Diego.

If you have any questions, please don't hesitate to contact me by phone at 814-867-4566.

Sincerely,

Joel V. McCamley
Vice President

/maj

cc: Donna Faller, SD HS

CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

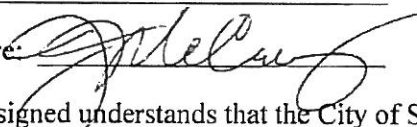
1. Name of Firm: CDI-Infrastructure, LLC dba L.R. Kimball
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual ____; A Corporation ____; Partnership ____ or Joint Venture _____. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.) ☒ Limited Liability Company
 - a. If incorporated, existing under the laws of the State of: Delaware.
 - b. Date of incorporation: May 18, 2011
3. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: _____. Data Universal Numbering System (DUN & BRADSTREET) Number: 002599934.
4. Office which will be responsible for providing the City of San Diego the specified services:

Address: 674 Moss Street
Chula Vista, CA 91911

Contact Person/Telephone Number: Mike Kennedy Fax Number: 814-867-4572
Email: Mike.Kennedy@LRKimball.com
5. Name, title, and signature of individual duly authorized as representative to execute contracts:

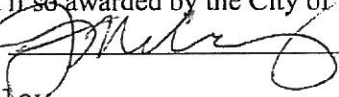
Name: Joel V. McCamley

Title: Vice President

Signature: 
6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitations and to waive informalities and irregularities if there's a mistake in the offer.
 - 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Proposed Firm.
 - 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: 

Printed Name: Joel V. McCamley

Position: Vice President

Dated this 27th day of April, 2011

PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

SOLICITATION NUMBER: 10015023-11-V

NAME OF CONTRACTOR: CDI-Infrastructure, LLC dba L.R. Kimball

ADDRESS: 615 West Highland Avenue
Ebensburg, PA 15931

TELEPHONE: 814-472-7700

1. Name your principal financial institution for financial reference:

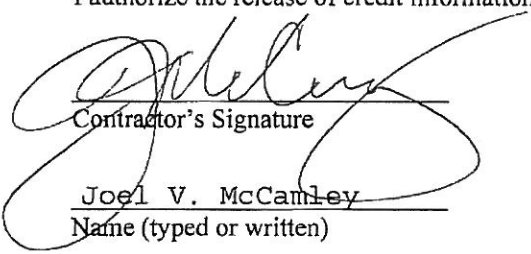
Name of Bank: JP Morgan Chase Bank

Point of Contact: Veronica Clark

Address: 277 Park Avenue
New York, NY 10017

Telephone Number: 212-552-3665

I authorize the release of credit information for verification of financial responsibility.


Contractor's Signature

April 27, 2011
(Date)

Joel V. McCamley
Name (typed or written)

2. State your firm's average receipts over the past 3 years: \$ 68,628,000.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

Please see attached list of officers on page 61 of the form
(Name) (Address)

(Name) (Address)

(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name?
1 years.

5. How many people are currently employed by your firm? 459

6. Have your firm failed to complete a contract? Yes No X (check one)

If yes, give details

7. The List of References form is required to be completed as reflected in Section K. Proposers are required to provide a minimum of three (3) references that demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. This will enable the City to judge vendor performance and other information.

LIST OF REFERENCES

Reference #1

Name of Entity: Pennsylvania Emergency Management Agency

Contact Person: Jonathan C. Hansen

Phone No: 717-651-2288

Dollar Value of Contract: \$ 2,027,293 Contract Dates: 7/1/2010 - On-going

Requirements of the Contract:

See attached project reference sheet

Reference #2

Name of Entity: US Department of Transportation

Contact Person: Vincent Lynch

Phone No: 202-366-3339

Dollar Value of Contract: \$ 2,211,000 Contract Dates: 9/12/2008 - On-going

Requirements of the Contract:

See attached project reference sheet

Reference #3 See attached project reference sheets

Name of Entity: Space and Naval Warfare Systems Center

Contact Person: Bob Cagle

Phone No: 619-553-7392

Dollar Value of Contract: \$ 41,778,679 Contract Dates: 2/2006 - On-going

Requirements of the Contract:

See attached project reference sheet

8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

Science Applications International

Company Name: Corporation (SAIC) Contact Name: Dianne Sanden

Address: 4025 Hancock Street Phone Number: 858-826-9819

San Diego, CA 92110 Fax Number: 858-826-9819

Dollar amount of sub-contract: \$ 30% of contract value Contract Dates: Per RFP - 1 year from notice to proceed, with 4 additional 1 year option periods

Requirements of contract: Refer to Scope of Services

What portion of work will be assigned to this subcontractor: 30% -see attached letter of commitment

Company Name: Contact Name:

Proposal No. 10015023-11-V

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

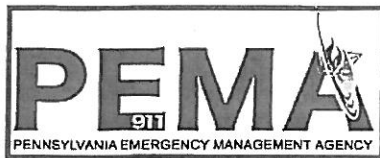
Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

LIST OF OFFICERS

Robert J. Giorgio	President	Voorhees, NJ
James M. Hanrahan	Vice President	Madison, NJ
Brian D. Short	Vice President	Ardmore, PA
Mark A. Kerschner	Vice President & Treasurer	Philadelphia, PA
Scott J. Salantrie	Vice President	Princeton, NJ
Craig H. Lewis	Secretary	Voorhees, NJ
Wesley N. Riemer	Assistant Treasurer	Lansdale, PA
R. Jeffrey Kimball	Senior Vice President	Ebensburg, PA



Pennsylvania Emergency Management Agency

Client:
Pennsylvania Emergency
Management Agency

Client Reference:
Jonathan C. Hansen, ENP
Director
Bureau of 911
PEMA
2605 Interstate Drive
Harrisburg, PA 17110
Phone: 717-651-2288
jhansen@state.pa.us

Program background:

Within the Commonwealth of Pennsylvania, a \$1 per device, per month surcharge is collected from all residents who own cellular devices capable of placing a 9-1-1 call by the wireless service providers and remitted to the State Treasury for administration by the Pennsylvania Emergency Management Agency (PEMA or Agency). PEMA retains two percent of this amount annually to serve as the oversight for technical, planning, financial and training services and provides support in those areas for Public Safety Answering Points (PSAP) improving service to residents and visitors. Counties/Cities operating a recognized PSAP submit application to PEMA for the remaining funds to develop and maintain an integrated wireless E9-1-1 system. This fund collected in excess of \$111 million during fiscal year 2009 – 2010.

Leveraging the use of wireless surcharge funds with no impact to the Commonwealth's general budget, PEMA has engaged the services of L.R. Kimball, a professional public safety consulting firm, since 2005. Primary responsibilities imparted to L.R. Kimball were to assist with;

- Establishing a program for successful long-term administration of the wireless surcharge fund
- Advance the implementation of Phase I and II Wireless E9-1-1 location technology throughout the Commonwealth

As these goals have been achieved through the creation of PEMA's Bureau of 9-1-1 and the completion of Wireless Phase I and Phase II service implementation throughout all of the Commonwealth's 69 PSAPs in September 2007 and September 2010, respectively. The Agency's focus has shifted to preparing for the next evolutionary step in the development of the national 9-1-1 emergency communication system conceptually known as Next Generation 9-1-1 (NG9-1-1). Initial tasks charged to L.R. Kimball in this regard are as follows;

NG9-1-1 Pilot Project Services

In today's environment, several devices such as telematics (e.g. OnStar) and SMS Text cannot directly access the 9-1-1 system. NG9-1-1 provisions the Commonwealth's networks, PSAP equipment, and operational guidelines to allow for delivery and handling of a 9-1-1 call of any device that presents itself to the system. Additionally, with disparate 9-1-1 systems in place at PSAPs across the Commonwealth, transfer of emergency calls from one PSAP to another is not always accompanied by the data necessary to aid in dispatch operations. An eventual statewide NG9-1-1 network will provide for any system to successfully communicate with any other system on the network.

In September 2009, PEMA was awarded \$2.4 million from the federal government under the ENHANCE 9-1-1 Act Grant (Grant) program to plan, design, and test NG9-1-1 capabilities within the Commonwealth. PEMA contracted with L.R. Kimball to act on the Agency's behalf to support completion of an NG9-1-1 Pilot Project as identified in the Commonwealth's awarded ENHANCE 911 Act Grant. Specifically, this includes;

- Finalize and usher stakeholder acceptance of functional requirements and governance standards relevant to an eventual state-level Emergency Services IP-enabled Network (ESInet), regional ESInets, and the interconnection thereof, which are currently under development
- Manage the acquisition, installation, testing, and acceptance of all network components and functions in a pilot (proof of concept) environment comprised of a representative set of PSAPs within the Commonwealth to be later defined

L.R. Kimball also assisted in the grant preparation process on behalf of PEMA. This grant award was twice the amount originally allocated in the Federal legislation.

9-1-1 Web Tools Support Services

The critical nature of program deadlines required by statute, such as the March 3 fund request deadline, emphasizes the need for elevated attention to the timeliness for service during potential outages. Only through the availability of 24/7 support can the Agency maintain confidence in the accessibility of resources required to facilitate the fiscal process.

In response to this need, L.R. Kimball manages the Agency's 9-1-1 Web Tools Application. Virtually all aspects of the Agency's wireless funding program are facilitated through use of this tool, including;

- Funding requests, upload of supporting documentation, PEMA staff review of requests, fiscal year line item reporting, and reconciliation process management
- PSAP triennial planning completion, submission, and PEMA staff review
- Wireless deployment coordination, status reporting, and records management

L.R. Kimball services specifically include development of new functionality where required or identified by PEMA staff, as well as maintenance of existing functionality as follows;

- User account maintenance and daily support
- Website and applications maintenance
- Server hosting and application monitoring
- Completion of required reporting

This tool allows PEMA to further automate those aspects of the wireless funding cycle that are programmatic or repetitive in nature, reducing the dependence on human staff resources as well as significantly reducing the possibility for error in calculations, reporting, and standardization across all of the Commonwealth's 69 PSAPs

Staff Augmentation Support Services

The lack of internal staff to complete day-to-day business operations necessitates the temporary provisioning of consultant services to fulfill the responsibilities of currently vacant positions within the Bureau of 9-1-1. Contracting these services on a year-to-year basis allows for assistance to be provided only when needed. As PEMA is able to successfully fill needed staff positions in the Bureau of 9-1-1, consultant resources assist with the transition of day-to-day program responsibilities to agency resources, and subsequent support from consultant resources may then be reduced and eventual eliminated in this operational area.

L.R. Kimball provides daily assistance to PEMA with all activities related to program development and administration of the Bureau of 9-1-1, as required, supporting the continued operation of 9-1-1 across the Commonwealth as well as the deployment of NG9-1-1 described above. This includes the following specific areas;

- Assist in the development of process and procedure required for reporting, oversight and administration of the fund and disbursements from the fund to PSAPs and wireless service providers
- Data gathering and compilation of required reports (e.g. Governor's annual report, triennial report to legislature, FCC reporting)
- Assist in the review of requests for technical compliance with applicable

standards and eligibility determination

- Complete required technical audit activities to validate use of fund disbursements

Subject Matter Expert (SME) Support Services

This task is comprised of technical skill sets that PEMA does not currently possess and may never be able to maintain internally. Particularly in dealing with the vendor community, PEMA requires an unbiased, third-party opinion on matters related to cost benefit analysis for proposed solutions, trend analysis, and alignment with industry best practices. Contracting assistance from a professional consulting firm such as L.R. Kimball provides PEMA with a mechanism for outreach to experts in literally any skill set regarding the public safety industry. Additionally, it facilitates connections and information exchange with industry organizations impacting PEMA's business (such as NENA, APCO, and 91A). This results in an advocacy role for representation at all levels of the industry and events where PEMA is limited to do so as a result of travel and financial limitations, and day-to-day business needs.

L.R. Kimball provides the following specific services as part of this task;

- Review and update applicable technical standards relative to PSAP configuration criteria for redundancy, event data storage, call transfer, call management data tracking, systems compatibility, interoperability and capacity
- Perform relevant research and provide reports regarding technical and procedural matters to PEMA and the E9-1-1 Emergency Services Advisory Committee to aid decision making and program administration
- Recommend needs to keep program goals in line with industry standards including the assignment of subject matter experts in all areas related to NG9-1-1 assessment, requirements definition, design, operations, procurement, and implementation.

Legislative and Regulatory Support Services

The level of effort required to re-write current legislation and regulations is significant. Without additional support in the Bureau of 9-1-1, such efforts become slowed or halted. It is difficult for Agency staff to keep abreast of all current issues at the state and federal level and provide required comments and feedback to agencies such as the FCC and PUC. Time needs to be devoted to conduct research, draft language, establish relationships and facilitate feedback from various stakeholder agencies and organizations as follows;

- Representatives from each of the Commonwealth's 69 PSAPs
- Representatives from the Pennsylvania State Legislature
- Representatives from the vendor community doing business in the Commonwealth
- Peer state and county 9-1-1 representatives
- National and State level public safety organizations such as NENA and APCO

To that end, L.R. Kimball provides legislative services necessary to secure PEMA's goal of ensuring ubiquitous and reliable 9-1-1 service throughout the Commonwealth, specifically;

- Conduct research of existing legislation relative to 9-1-1 surcharge monies both within and outside of the Commonwealth of Pennsylvania
- Provide recommended draft language to PEMA for necessary revisions of current legislation
- Establish industry alliances with other agencies impacting efforts to revise existing legislation such as PA/National NENA, PA/National APCO, PSAP

- community, PTA, and the vendor community
- Evaluate impact of recommended changes, including the review of such changes against other available models throughout the country
- Represent PEMA's interests in applicable forums and provide report of findings at events such as 9-1-1 Goes to Washington
- Assist the Agency in the creation and publishing of revisions to required regulatory documents such as Chapter 120
- Monitor and assess current issues and trends in the telecommunications industry and how they will affect 9-1-1 in the Commonwealth
- Review, evaluate and comment on the impact of proposed state and federal legislation

The assignment of L.R. Kimball to this task brings several additional opportunities to PEMA;

- Research and analysis of peer state models for legislation
- Advocacy representation in industry organizations that impact legislative and regulatory concerns, such as NENA's National Reg/Leg committee
- Advocacy representation to the Pennsylvania State Legislature



Client:
US Department of Transportation
(USDOT)
National Highway Traffic Safety
Administration (NHSTA)

Client Reference:
Vincent Lynch
USDOT NHSTA
Office of Acquisition Management
NPO-320
1200 New Jersey Avenue, SE
W53-409
Washington, DC
202-366-3339
vlynch@nhtsa.dot.gov

US Department of Transportation
National Highway Traffic Safety Administration
Communications Technology Consultation Services to
Establish and Operate 9-1-1 Technical Assistance Center

Scope of Work:

L.R. Kimball has been selected by the United States Department of Transportation (USDOT) and the National Highway Traffic Safety Administration (NHSTA) to provide consulting services relative to establishing and operating a national Technical Assistance Center (TAC).

TAC will provide local and state 9-1-1 authorities and PSAPs with technical assistance, consultation and resource identification to develop and implement advanced capabilities that enable 9-1-1 systems to better receive and process landline, wireless and Internet Protocol (IP)-based 9-1-1 calls and data.

NHTSA expects the TAC to be a facility requiring limited infrastructure and office facilities to provide technical assistance functions such as an information clearinghouse and 9-1-1 system progress reports for 911-1-1 authorities and PSAPs.

911 Grant Program – L.R. Kimball set up and gave webinars

- One-time appropriation: \$43.5 million
- Upgrade to Phase II and IP-based hardware/software, training and consultant fees
- 29 States/Territories
- Grant Period: September 2009 through September 2012

National 911 Resource Center

- Clearinghouse
- Technical Assistance

Model State 911 Plan

- Developed by NASNA in cooperation with L.R. Kimball

Uniform Guidelines for State 9-1-1 System Assessment

- Consensus document containing guidelines components for the assessment of at statewide 911 system
- State of Delaware has agreed to pilot



Space and Naval Warfare Systems Center Interoperable Communications Technical Assistance Program (ICTAP)

Description of service provided

DHS uses the SAIC team to deliver no-cost technical assistance to state and local public safety organizations for the prevention of, response to, and recovery from "all hazard" events. This technical assistance has focused on major Departmental initiatives including support to Urban Areas Security Initiative (UASIs), TICPs, TICP Validation Exercises (TVEs), the Secretary's interoperability scorecard, SCIPs, COML and Gateway training. Under this contract, SAIC also supports Department of Homeland Security Science and Technology Directorate (DHS SandT) programs and the National Telecommunications and Information Administration (NTIA) Public Safety Interoperable Communications grant initiative. We have a wide-ranging set of experience in interoperable communications for emergency responders. We attend the TR-8 sessions that establish the standards for the P25 radios. We taught 27 Gateway workshops throughout the U.S. We developed architectural documentation for systems and have extensive systems-of-systems experience. We delivered a Computer Based Training (CBT) module for both operators and maintainers of Gateways that covered ACU-1000, Radio Interoperability System (RIOS), and Incident Commanders Radio Interface (ICRI) gateways. Our team initially worked with DHS to develop the SCIP review process, highlighting key informational elements to ensure they were factored into the SCIPs. Under DHS, and in partnership with the Department of Commerce's PSIC initiative, we then supported state SCIP and Investment Justification (IJ) development throughout the country. SAIC has also developed SOPs at the state and urban area levels. When facilitating exercises such as the TVEs, our team was oriented to making recommendations so participants could leave with guidance. These exercises provided another opportunity to gain gap analysis experience. Additionally, the ICTAP-led communications-focused tabletop, executive and functional exercises all had, as their primary goal, the discovery of interoperable communications gaps. In SCIP or TICP workshops, the emphasis was on extracting and defining policies under which the region or state could operate. We provide Homeland Security Exercise and Evaluation Program (HSEEP) certified exercise developers to assist states and urban areas in their exercise planning and execution.

In addition to developing the TICP documentation, SAIC innovated and perfected the TICP workshop methodology currently used by the OEC/ICTAP that produces a highly effective, relevant, and complete TICPs in an efficient and practical manner. The resulting TICPs represent existing standard operating procedures currently used by the site as augmented by the lessons learned and best practices our facilitation staff brings from their work on dozens of previous plans. Simply put, SAIC offers the most experienced and informed experts available nationwide to perform an interoperability Gap Analysis and from that to recommend a go-forward. Clark County Interoperable Emergency Communications Strategy and Implementation Plan.

Under this program, SAIC developed CASM to provide a single database to collect information about LMR or other radio systems, and interoperability techniques such as audio/IP gateways and portable radio caches, and how they are used by public safety agencies within an urban area or state. The tool provides methods to display data collected from each communication system owner and methods to analyze the data and visualize interoperability gaps in accordance with the DHS SAFECOM Interoperability Continuum framework. SAIC defined the user and functional requirements, designed and implemented the database schema, user interface, and software architecture and released the tool for use by UASI Urban Areas in 2005. Since then, SAIC has continued to improve the functionality through a certified process and provided Help Desk and training support for the national use of CASM.

Client:

Space and Naval Warfare Systems
Center, Code 55310, Sponsored by
DHS/OEC

Client Reference:

Bob Cagle
4297 Pacific Highway
Building 7
San Diego, CA 92110-5000
619-553-7392
cagle@spawar.navy.mil

by 55 states, territories and urban areas and over 3,400 users. Our CASM team members currently perform all CASM system administration, training, and Help Desk functions for the DHS/OEC sponsored tool. They have a thorough understanding of CASM, from its internal design and implementation to the end-user operations. SAIC intends to use CASM in the collection, analysis, and planning required by this project.

Adherence to Budget and Schedule

SAIC has performed this project within cost and schedule requirements and recently was awarded another follow-on project with the ICTAP Program.



Client:
State of Oklahoma

Client Reference:
Will Borden
Oklahoma Office of Homeland
Security
P. O. Box 11415
Oklahoma City, OK 73136
405-425-2711
wborden@dps.state.ok.us

State of Oklahoma Statewide Communications Interoperability Study

Scope of Work:

The State of Oklahoma's Department of Public Safety, Office of Homeland Security selected L.R. Kimball to conduct a statewide interoperable communications radio study. In the first phase of the project, L.R. Kimball is providing a state agency-level assessment of emergency radio communications across the state. This assessment will provide a snapshot of the current situation, assess what efforts are already underway in the state, and provide recommendations and direction for the state to pursue in the future in the areas of statewide system development and communications strategy.

In the second phase of this project, L.R. Kimball conducted a complete inventory of state-owned radio assets across all agencies and departments. This included the identification and cataloging of radio towers and sites that controlled by the state and will determine if the sites may be of potential use in the development of a statewide public safety radio system. All state agencies radio assets (i.e., portable radios, mobile radios, repeaters, base stations, etc.) were identified to determine the affect, if any, of current FCC mandates such as narrowbanding and rebanding. The data collected was used to populate the CASM database developed by the United States DHS to identify and track interoperable communications equipment at both the state and national level.

In the most recent phase of the project, L.R. Kimball personnel conducted an inventory of local public safety radio communications equipment and systems. Conduct of this inventory and information collection encompassed all 77 counties in the state. It provided the details required for entry into the CASM database, providing Oklahoma with one of the most complete pictures of interoperability resources and systems in the country.



State of Missouri Statewide Public Safety Voice and Data Communications

Scope of Work:

THE CHALLENGE

The State of Missouri's statewide public safety voice and data communications infrastructure was in need of desperate need of modernization. Significant disconnect existed between urban and rural areas and the highway patrol's radio system was more than 50 years old. Missouri public safety officials wanted to develop a coordinated statewide approach that would establish interoperable public safety communications in a critical infrastructure radio environment for the benefit of public, local, state and federal first responders.

THE SOLUTION

The State of Missouri turned to L.R. Kimball to assist with the development of statewide communications system. They wanted to accommodate both the urban and rural agencies in the State who wanted different frequencies—urban agencies desired a 700 MHz system, and rural areas requested a VHF (150 MHz) system. L.R. Kimball was tasked with the conceptual development of a "hybrid" system that would use the VHF band for rural areas and a 700/800 MHz system in urban areas.

During the course of this multi-phase project, L.R. Kimball completed an in-depth analysis and formulated recommendations to the State Department of Public Safety to develop a statewide interoperability and statewide radio communications strategy. The project was directly related to the Public Safety Interoperable Communications (PSIC) grant. L.R. Kimball developed budgetary cost estimates and implementation timelines for the statewide network. During the current phase of the project, L.R. Kimball worked with the State of Missouri to develop an unbiased RFP for the technology component and will provide an unbiased, independent comparison of proposed communications vendors to identify the most appropriate and reliable solution that offers the greatest value.

THE RESULTS

The new, state-of-the art trunked radio system, which will be procured and implemented over the course of upcoming months, will provide the State of Missouri with a conventional gateway for seamless use by local, county and state public safety groups. It will make the State better prepared and equipped to respond to the most catastrophic events and overcome communications issues during the times needed most.

Client:
State of Missouri

Client Reference:
John R. Murray, Contract Unit
Manager
301 W. High Street
Truman State Office Building
Room 730
P.O. Box 749
Jefferson City, MO 65102
573-751-2440
john.murray@oa.mo.gov



Southwestern Pennsylvania Region 13
Regional Integrated Command Center
Picatinny ICOP Project

Client:
Southwestern Pennsylvania
Region 13 Regional Integrated
Command Center

Client Reference:
Robert M. Giarratano
Homeland Defense
Technology Team
Fire Control and Systems
Technology Directorate
AETC, ARDEC, RDECOM
AMSRD-AAR-AEF-H
Building 95
Picatinny Arsenal, NJ 07806-5000
973-724-8096
robert.giarratano@us.army.mil

Scope of Work:

The RICC program designed and built a redundant, self-healing first responder network to support interoperable communications within the Southwestern Pennsylvania Emergency Response Group (Region 13). This network provides connectivity with other regions and national authorities. The RICC prototype network and database design is part of the overall effort to bridge traditional jurisdictional boundaries by providing effective tools to maximize resources and build trusted relationship on a regional level. The program supports collaboration and data sharing between all of the Pennsylvania Regional 13 county 9-1-1 emergency call centers and county emergency management offices to enhance public safety applications and operations.

The prototype database enhances resources management and information sharing between Region 13 EOCs. It utilizes GIS, referencing information such as resource tracking and incident updates, as entered by EOC staff, to create and update the common operational picture of incidents as they unfold.

The linking of emergency caller location information ALI with other data included in the GIS created the foundation for Pennsylvania's most accurate, regional public safety database for use in an ENS.

- Operational, redundant links connecting eight counties, expanding to 13
- Private VoIP solution for backup communications
- VPN for remote access to secured public safety applications and databases
- Diversely located secure internet access gateways



Science Applications International Corporation
4025 Hancock Street, M/S R2-C | San Diego, CA 92110

April 22, 2011

S/N: 4149-DMS-2011

L. R. Kimball
328 Innovation Blvd.
Suite 222
State College, PA 16803

Attention: Joan Dashner

Subject: Letter of Commitment

Reference: City of San Diego Request for Proposal (RFP) 10015023-11-V

Dear Ms. Dashner:

As requested in the referenced Request for Proposal (RFP) from the City of San Diego, Science Applications International Corporation (SAIC) Defense Solutions Group (DSG) is pleased to submit a Letter of Commitment acknowledging our commitment to L. R. Kimball's team.

The range of services SAIC will be performing on behalf of L. R. Kimball's team includes, but is not limited to: (1) Program Management, Collaboration, and Technology Strategic Planning Services, (2) Geographic Information System (GIS) Services, (3) Interoperable Communications (IC) Services, (4) Computer Aided Dispatch (CAD) Interoperability Project Management Services, (5) a Technology Clearinghouse (Clearinghouse) to support conducting research, evaluating and making recommendations on technology solutions to address regional needs, and (6) Clearinghouse Project Management Services. It is expected that SAIC will have a 30% participation in the project.

Should you have any questions or comments regarding the contents of this letter, please contact Mr. Michael Boyden at 405/202-1834 or email: boydenmi@saic.com or the undersigned at 858-826-9819 or email: sandend@saic.com.

Sincerely,

Science Applications International Corporation

Dianne Sanden
Senior Contracts Representative

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
 - a. Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
 - b. Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - c. Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
 2. The Contractor has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

CDI-Infrastructure, LLC dba L.R. Kimball

Name of Firm


Signature of Authorized Representative

Joel V. McCamley

Printed/Typed Name

April 27, 2011

Date

**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS
AGREEMENT REGARDING INFORMATION REQUESTED
UNDER THE CALIFORNIA PUBLIC RECORDS ACT**

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

Any information submitted in response to this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

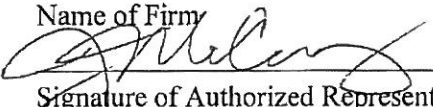
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

CDI-Infrastructure, LLC dba L.R. Kimball

Name of Firm


Signature of Authorized Representative

Joel V. McCamley

Printed/Typed Name

April 27, 2011

Date

PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. ~~In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.~~

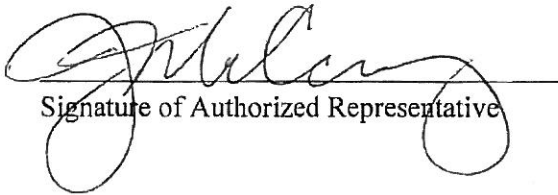
as proposed to
be amended or
modified

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

See Attachment on Proof of Insurance

CDI-Infrastructure, LLC dba L.R. Kimball

Name of Firm



Signature of Authorized Representative

Joel V. McCamley

Printed/Typed Name

April 27, 2011

Date

Attachment to Proof of Insurance

Certificate of Insurance

Today's technology has given L.R. Kimball the opportunity to expedite and enhance how we deliver our insurance information to you. L.R. Kimball now offers an online Memorandum of Insurance (MOI) as evidence of CDI's insurance. The MOI enables you to obtain current information on L.R. Kimball's insurance program at any time by using the Web address listed below. Please retain this Website address so that you can refer to it in the future. Please note that the Website address is case sensitive.

MOI Web Address: www.marsh.com/moi?client=0798

This online service is provided through L.R. Kimball's insurance broker, Marsh. You will be asked to read and agree to the terms and conditions for access to the Website from Marsh prior to printing or viewing our MOI. A copy of the MOI is provided on the following pages.

MEMORANDUM OF INSURANCE					DATE 04-Apr-2011	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0798. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED CDI Corp. and its companies, subsidiaries and affiliates 1717 Arch Street 35th Floor Philadelphia, Pennsylvania 19103-2768 United States			Co.A Liberty Mutual Fire Insurance Company			
			Co.B Liberty Insurance Corporation			
			Co.C Zurich American Insurance Company			
			Co.D Arch Insurance Company			
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	TB2631004255010	01-Jul-2010	01-Jul-2011	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	USD 5,000,000
					PERSONAL AND ADV INJURY	USD 1,000,000
					EACH OCCURRENCE	USD 1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 1,000,000
					MED EXP (ANY ONE PERSON)	USD 0
A	AUTOMOBILE LIABILITY ANY AUTO	as2631004255020	01-Jul-2010	01-Jul-2011	COMBINED SINGLE LIMIT	USD 2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	EXCESS LIABILITY UMBRELLA FORM	TH2631004255110	01-Jul-2010	01-Jul-2011	EACH OCCURRENCE	USD 20,000,000
					AGGREGATE	USD 20,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCLUDED	WA763D004255040 (All Other States) WC7631004255030 (OR & WI)	01-Jul-2010 01-Jul-2010	01-Jul-2010 01-Jul-2011	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 1,000,000
					EL DISEASE - POLICY LIMIT	USD 1,000,000
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000
C	PROPERTY	ERP291760312	01-Jul-2010	01-Jul-2011	"ALL RISK" COVERAGE ON	USD 2,500,000

					ALL PROPERTY OWNED OR LEASED BY THE INSURED AND COVERED ON A REPLACEMENT COST BASIS INCLUDING BUSINESS INCOME AND EXTRA EXPENSE	
C	CRIME INCLUDING THIRD PARTY LEGAL LIABILITY	FID9220293-04	01-Jul-2010	01-Jul-2011	EACH WRONGFUL ACT	USD 5,000,000
D	ERRORS & OMISSIONS FOR CDI'S PROFESSIONAL SERVICES	AEP0008177-05	01-Jul-2010	01-Jul-2011		USD \$5,000,000 EA. CLAIM/AGGREGATE - USD \$2,000,000 SIR
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

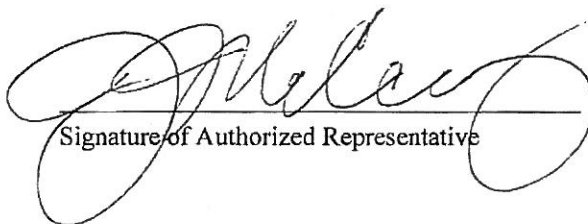
MEMORANDUM OF INSURANCE		DATE 04-Apr-2011
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0798. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED CDI Corp. and its companies, subsidiaries and affiliates 1717 Arch Street 35th Floor Philadelphia, Pennsylvania 19103-2768 United States	
ADDITIONAL INFORMATION The following coverages are only granted pursuant to a valid, written, current and signed contract or agreement with the named insured, which affirmatively grants such status: <ul style="list-style-type: none"> • Contractual Liability (on CGL) • Additional Insured parties (on CGL, BAL and Umbrella) • Waiver of Subrogation (on CGL, BAL, Umbrella, WC/EL and Property) • Primary and Noncontributory (whether to insurance or self-insurance) (on CGL, BAL and Umbrella) • XCU exclusions deleted (on CGL) • Alternate Employer (on WC/EL) • Independent Contractors (on CGL) • Broad Form Property Damage (on CGL) • Cross Liability, Severability of Interest or Separation of Insureds (on CGL, BAL and Umbrella) • Joint Loss Payee (on property and crime) • Stop Gap for monopolistic states • WC endorsements including All States coverage, USLHA, Jones Act, Maritime, Voluntary Maritime, Outer Continental Shelf, and DBA • 30 days Notice of Cancellation is provided under the above policies except for 10 days notice of cancellation for non payment of premium 		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		

CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract have had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

CDI-Infrastructure, LLC dba L.R. Kimball
Name of Firm


Signature of Authorized Representative

Joel V. McCamley
Printed/Typed Name

April 27, 2011
Date



TARGETED RESULTS. EXPERTLY MANAGED.
WE STAKE OUR REPUTATION ON IT.

A CDI Company

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It has been and will continue to be a fundamental policy of L.R. Kimball ("the Company"), not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, or status as a Vietnam-era or special disabled veteran – with respect to recruitment, hiring, training, promotion, and other terms and conditions of employment. Further, it is the policy of the Company to comply with the concepts and practices of affirmative action.

Effective implementation and continuing administration of this policy will be the direct responsibility of this office. Karen Maul, Vice President of Human Resources, has been appointed as Affirmative Action Administrator with responsibilities to maintain and implement our Affirmative Action Plan and to ensure that the coordination, direction, and review of equal employment opportunity policies, practices, and programs are accomplished. Karen Maul will also be responsible for making reports to senior company managers on our equal employment efforts on a periodic and continuing basis.

All supervisory personnel should make special efforts to assure that all employees reporting to them understand and effectively implement the policy. Supervisory employees will be evaluated on their adherence and commitment to our policy.

The Company does not condone and will not tolerate the harassment of any employee placed through our affirmative action efforts. In addition, it is a violation of company policy for any employee to engage in sexual or any other form of employee harassment. Complaints of harassment of any type, including sexual harassment, should be brought to the attention of Karen Maul so that an internal investigation may be undertaken.

We must realize that it is the responsibility of each and every employee of L.R. Kimball to give our policy of equal employment opportunity real meaning and full support.

R. Jeffrey Kimball
President

January 1, 2011

ARCHITECTURE • ENGINEERING • COMMUNICATIONS TECHNOLOGY
AVIATION | CIVIL | CONSTRUCTION SERVICES | DATA SYSTEMS | ENVIRONMENTAL
FACILITIES ENGINEERING | GEOSPATIAL | NETWORKS | PUBLIC SAFETY | TRANSPORTATION

328 Innovation Boulevard • Suite 222 • State College, PA 16803 • Phone: 814.867.4566 • Fax: 814.867.4572 • www.lrkimball.com

Attachment AA

City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: CDI-Infrastructure, LLC

ADA/DBA: L.R. Kimball

Address (Corporate Headquarters, where applicable): 615 West Highland Avenue

City: Ebensburg County: Cambria State: PA Zip: 15931

Telephone Number: (814) 472-7700 Fax Number: (814) 472-7712

Name of Company CEO: Paulett Eberhart

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: Karen Maul

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 615 West Highland Avenue, Ebensburg, PA 15931

Telephone Number: (814) 472-7700 Fax Number: (814) 472-7712

☐ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of CDI-Infrastructure, LLC dba L.R. Kimball

(Firm Name)

Cambria, Pennsylvania hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 27th day of April, 20 11

Joel V. McCamley, Vice President

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: CDI-Infrastructure, LLC dba L.R. Kimball DATE: April 27, 2011

OFFICE(S) or BRANCH(ES): Corporate Headquarters COUNTY: Cambria

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	1					40	10		
Professional	1	1									59	21		
A&E, Science, Computer	3	1			4		1				130	18		
Technical	1	1									45	10		
Sales											13	2		
Administrative Support												49		
Services											2	7		
Crafts														
Operative Workers											29	2		
Transportation														
Laborers*											7			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	5	3			5	1	1				325	119		
--------------------	---	---	--	--	---	---	---	--	--	--	-----	-----	--	--

Grand Total All Employees

459

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled											1			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: CDI-Infrastructure, LLC dba L.R. Kimball DATE: April 27, 2011

OFFICE(S) or BRANCH(ES): Corporate Headquarters COUNTY: Cambria

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW: N/A

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers, Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



Science Applications International Corporation
4025 Hancock Street, M/S R2-C | San Diego, CA 92110

April 22, 2011

S/N: 4149-DMS-2011

L. R. Kimball
328 Innovation Blvd.
Suite 222
State College, PA 16803

Attention: Joan Dashner

Subject: Letter of Commitment

Reference: City of San Diego Request for Proposal (RFP) 10015023-11-V

Dear Ms. Dashner:

As requested in the referenced Request for Proposal (RFP) from the City of San Diego, Science Applications International Corporation (SAIC) Defense Solutions Group (DSG) is pleased to submit a Letter of Commitment acknowledging our commitment to L. R. Kimball's team.

The range of services SAIC will be performing on behalf of L. R. Kimball's team includes, but is not limited to: (1) Program Management, Collaboration, and Technology Strategic Planning Services, (2) Geographic Information System (GIS) Services, (3) Interoperable Communications (IC) Services, (4) Computer Aided Dispatch (CAD) Interoperability Project Management Services, (5) a Technology Clearinghouse (Clearinghouse) to support conducting research, evaluating and making recommendations on technology solutions to address regional needs, and (6) Clearinghouse Project Management Services. It is expected that SAIC will have a 30% participation in the project.

Should you have any questions or comments regarding the contents of this letter, please contact Mr. Michael Boyden at 405/202-1834 or email: boydenmi@saic.com or the undersigned at 858-826-9819 or email: sandend@saic.com.

Sincerely,

Science Applications International Corporation

Dianne Sanden
Senior Contracts Representative

SUBCONTRACTING OPPORTUNITIES

Subcontracting Firm	Science Applications International Corporation
Contact:	Dianne Sanden
Address:	4025 Hancock Street, San Diego, CA 92110
Telephone:	858-826-9819
Award amount:	30% of contract value

The range of services includes but is not limited to:

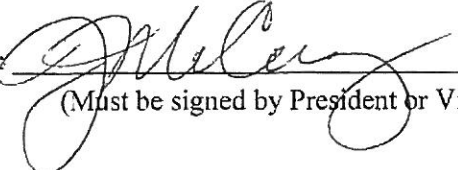
1. Program Management, Collaboration, and Technology Strategic Planning Services,
2. Geographic Information System (GIS) Services,
3. Interoperable Communications (IC) Services,
4. Computer Aided Dispatch (CAD) Interoperability Project Management Services,
5. Technology Clearinghouse (Clearinghouse) to support conducting research, evaluating and making recommendations on technology solutions to address regional needs, and
6. Clearinghouse Project Management Services.

**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

AFFIDAVIT FOR PROPOSER/CONTRACTOR/VENDOR

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: Joel V. McCamley
(type or print)

Signature: 
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 27-2620523

Position: Vice President

Firm: CDI-Infrastructure, LLC dba L.R. Kimball

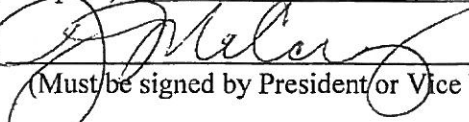
**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): Joel V. McCamley

Signature: 

(Must be signed by President or Vice President)

Position: Vice President

Firm: CDI-Infrastructure, LLC dba L.R. Kimball

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD
DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER: 10015023-11-V

PROJECT TITLE: Regional Public Safety Strategic Planning
and Project Management

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

CDI-Instructure, LLC dba L.R. Kimball

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: 

PRINTED NAME: Joel V. McCamley

TITLE: Vice President

COMPANY NAME: L.R. Kimball

ADDRESS: 328 Innovation Blvd., Suite 222

State College, PA 16803

TELEPHONE: 916-797-1820 FAX: 814-867-4572

DATE: April 27, 2011

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: CDI-Infrastructure, LLC dba L.R. Kimball	Contact Name: Joel V. McCamley
Company Address: 615 West Highland Avenue	Contact Phone: 814-867-4566
Ebensburg, PA 15931	Contact Email: joel.mccamley@lrkimball.com

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
 - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A. ☐ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- ☐ Provides identical benefits to spouses and domestic partners.
 - ☐ Provides no benefits to spouses or domestic partners.
 - ☐ Has no employees.
- B. ☒ I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):
- ☐ Until my firm completes administrative steps to implement compliance (3 month maximum).
 - ☒ Until effective date of my firm's first open enrollment period (1 year maximum).
 - ☐ Until expiration of current collective bargaining agreement(s) with my firm.
- C. ☐ I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):
- ☐ Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
 - ☐ Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
 - ☐ Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Joel V. McCamley, VP
Name/Title of Signatory

Signature

April 27, 2011
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:
---------------	--------------	---

